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An Act To Allow Property Owners To Terminate Residential Leases That Do Not Contain Termination Language

Be it enacted by the People of the State of Maine as follows:

Sec. 1. 14 MRSA §6002, sub-§4 is enacted to read:

4. Lease without termination language. If a landlord and tenant are parties to an agreement that does not contain termination, default or forfeiture language, the landlord may terminate the lease in accordance with subsections 1 and 2. After a landlord has provided notice and service as provided in subsections 1 and 2, the landlord may commence a forcible entry and detainer action as provided in section 6001.

SUMMARY

In *Rubin v. Josephson*, 478 A.2d 665 (Me. 1984), the Supreme Judicial Court held that, when a residential lease does not contain termination language, the landlord may not use the tenancy-at-will provisions of state law to terminate the lease.

In response to that case, this bill allows a landlord, after providing notice and service, and with cause, to terminate a lease that does not contain termination, default or forfeiture language.